

EUGENE SCALIA, Secretary
of Labor, United States Department of Labor,

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Defendants.

CONSENT JUDGMENT

Plaintiff, **EUGENE SCALIA**, Secretary of Labor, United States Department of Labor (“Secretary”), having filed his Complaint and Defendants **E.L.A. FOOD SERVICES LLC** and **PAUL VLAHAKIS**, an individual (collectively, “Defendants”), having appeared by counsel, having received a copy of the Complaint, waived service, and having been duly advised in the premises, agree to the entry of this Consent Judgment without contest. Now, therefore, upon motion for the attorneys for the Secretary and Defendants, and for cause shown:

JUDGMENT IS HEREBY ENTERED against Defendants pursuant to sections 16(c) and 17 of the Act as follows.

IT IS HEREBY ORDERED AND ADJUDGED, pursuant to section 17 of the Act, that the Defendants, their officers, agents, servants, successors, employees, and all persons in active concert or participation with them be and hereby are, permanently enjoined and restrained from violating the provisions of the Act, in any of the following manners.

I

A. Defendants shall not, contrary to sections 7 and 15(a)(2) of the Act, employ any nonexempt employees who in any workweek are engaged in commerce or the production of goods for commerce, or who are employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, for workweeks longer than 40 hours, unless such employee receives compensation for his employment in excess of 40 hours at a rate not less than one and one-half times the regular rates at which he is employed, subject to Section 13 of the Act.

B. Defendants shall not, contrary to sections 6 and 15(a)(2) of the Act, pay any of their nonexempt employees who in any workweek are engaged in commerce or in the production of goods for commerce or who are employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, wages at a rate less than \$7.25 per hour (or at a rate less than such other applicable minimum rate as may hereinafter be established by amendment to the Act).

C. Defendants shall not fail to make, keep and preserve records of their nonexempt employees and of the wages, hours, and other conditions and practices of employment maintained by them as prescribed by the regulations issued, and from time to time amended, pursuant to section 11(c) of the Act and found in 29 CFR Part 516. This includes, but is not limited to, maintaining records of all hours worked by each nonexempt employee in each workday and each workweek, and records of compensation paid to each such employee in each workweek, whether payment is made by a payroll check, personal check, cash or a combination thereof. The records maintained by Defendants shall also include, but not be limited to, the full

name and last-known mailing address of all employees, the daily work start and stop times of each employee, and the specific method of payment made to each employee.

D. Defendants, their agents, officers or employees shall not, contrary to section 15(a)(3) of the Act, threaten, retaliate, or discriminate in any way against any current or former employee of Defendants for exercising any rights under the FLSA, including, but not limited to, employee complaints regarding FLSA compliance made to Defendants or to the Wage and Hour Division of the United States Department of Labor, or cooperation with an investigation conducted by the Wage and Hour Division.

II

FURTHER, pursuant to section 17 of the Act, Defendants shall not withhold payment of the sum of \$148,567.24 which represents the unpaid minimum wage and overtime compensation hereby found to be due for the periods from January 1, 2015 to January 1, 2017 to the present and former employees named in **Exhibit A**, attached hereto and made a part hereof, in the amounts set forth therein.

III

The monetary provisions of this Consent Judgment shall be deemed satisfied upon Defendants' delivery to the Plaintiff's representative of the following:

(1) Defendants have paid the amounts identified in paragraphs II herein to the Plaintiff in one payment of **\$148,567.24** on December 29, 2019. The payment of **\$148,567.24** has been delivered to Plaintiff's counsel by Defendants submitting certified checks or cashier's checks payable to "United States Department of Labor - Wage and Hour Division." Defendants shall also deliver to Plaintiff's counsel, within seven (7) days after this Consent Judgment is filed with the Court, a schedule listing the name, last-known address, and social security number of

each employee listed on **Exhibit A**. Defendants remain responsible for their employer share of applicable taxes.

(2) The Plaintiff shall distribute the proceeds of the payment (less legal deductions for each employee's share of social security and Federal withholding taxes for back wages) to the persons identified in **Exhibit A**, or to their estates, if that be necessary; and any amounts referenced above of unpaid compensation and liquidated damages not so paid within a period of three (3) years from the date of receipt thereof shall, pursuant to section 16(c) of the Act, be covered into the Treasury of the United States as miscellaneous receipts.

IV

Defendants shall not request, solicit, suggest, or coerce, directly, or indirectly, any current or former employee to return or to offer to return to the Defendants or to someone else for the Defendants, any money in the form of cash, check, or any other form, for wages previously due or to become due in the future to said employee under the provisions of this Consent Judgment or the Act; nor shall Defendants accept, or receive from any employee, either directly or indirectly, any money in the form of cash, check, or any other form, for wages heretofore or hereafter paid to said employee under the provisions of this Consent Judgment or the Act; nor shall Defendants discharge or in any other manner discriminate, nor solicit or encourage anyone else to discriminate, against any such employee because such employee has received or retained money due to him from the Defendants under the provisions of this Consent Judgment or the Act.

V

FURTHER, it is agreed by the parties herein and hereby **ORDERED** that each party bears its own fees and other expenses incurred by such party in connection with any stage of this

proceeding to date with no costs, including, but not limited to, any and all costs referenced under the Equal Access to Justice Act, as Amended.

VI

FURTHER, this Court shall retain jurisdiction of this matter to enforce the terms of this judgment pursuant to Federal Rule of Civil Procedure 54.

SO ORDERED.

DATED January 21, 2020

/s/ Paul L. Maloney
Hon. Paul L. Maloney
United States District Judge

The parties hereby consent to the entry of this Consent Judgment:

/s/ Paul Vlahakis

PAUL VLAHAKIS

/s/ Paul Vlahakis

E.L.A. FOOD SERVICES LLC,
d/b/a EL AZTECO-EAST

KATE S. O'SCANNLAIN
Solicitor of Labor

CHRISTINE Z. HERI
Regional Solicitor

/s/ David J. Tanury

DAVID J. TANURY
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/s/ Michael R. Blum

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EXHIBIT A

Last Name	First Name	
Espino	Monico	\$99.69
Fajardo	Hector	\$71.79
Garcia	Ruben	\$6,964.88
GreenBerg	Zachary	\$920.00
Hitchcock	Robert	\$195.27
McQueen	James	\$455.23
Nickels	Christopher	\$20.16
Perez	Miguel	\$33.77
Reices	Kylie	\$8,784.79
Adame	Jazmine	\$3,087.19
Anderson	Adam	\$1,911.01
Appledoorn	Anna	\$2,634.28
Beachbau	Isabella	\$1,096.89
Beadling	Drew	\$454.36
Belanger	Brooke	\$4,515.01
Biere	LaRon	\$34.35
Binke	Olivia	\$647.71
Bravo-Ramirez	Julian	\$56.33
Breck	Mckahla	\$663.53
Brooks	Morgan	\$1,007.62
Bunish	Brett	\$2,144.78
Burney	Whitney	\$404.38
Campbell	Consuela	\$2,979.65
Candela	Breanna	\$1,430.21
Carter	Elizabeth	\$1,732.22
Cataldo	Angela	\$2,003.73
Chandler	Whitney	\$772.47
Culing	Campbell	\$1,231.97
Cummings	Brennen	\$37.37
Cummings	Spencer	\$2,961.10
Denoyer	Sudney	\$1,953.37
Duke	Kandice	\$3,889.18
Dulmage	Mariah	\$1,544.58
Eisbrenner	Louis	\$45.49
Eldredge	Calli	\$163.04
Engle	Ian	\$27.32
Flemming	Hannah	\$33.57
Frantz	Jameie	\$1,797.28
Geerligs	Nickolas	\$808.58
Goss	Ruby	\$929.24

Green	Maria	\$1,463.14
Griffin	Caroline	\$823.46
Gubert	Tammy	\$8,098.29
Higgins	Kyrie	\$3,346.00
Jerzak	Michael	\$2,643.91
Johnston-Roper	Kellon	\$1,125.85
Kaufman	Eric	\$630.16
Kimberly	Kevin	\$1,392.02
Klaus	Courtney	\$5,817.72
Korrey	Alexis	\$100.03
Leitner	Rachel	\$4,851.98
May	Austin	\$894.89
McArdle	Heather	\$626.17
McKinney	Etaly	\$444.40
Merry	Breann	\$3,996.72
Miksicek	Eli	\$2,385.72
O'Hare	Lance	\$2,037.05
Padilla	Maddie	\$229.18
Pavlinac	Rhiannon	\$2,181.90
Peters	Amber	\$524.58
Pirrie	Deanna	\$34.04
Platte	Brian	\$172.83
Pullano	Max	\$131.58
Rakipi	Rina	\$2,293.70
Rogers	Kyle	\$6,051.31
Romain	Noah	\$1,412.52
Rudert	John	\$1,463.64
Sahouri	Zach	\$6,602.10
Schultz	Alyssa	\$3,643.00
Shanker	Julia	\$702.79
Smith	Rachel	\$6,233.08
Stevens	Joseph	\$1,227.36
Swider	Katryna	\$1,462.82
Tabaczka	Brittany	\$807.95
Thompson	Demeterios	\$2,935.21
Tyler	Max	\$1,752.62
Urban	Andrea	\$1,962.11
Vasquez	Randy	\$760.84
Vaughn	Luke	\$229.70
Wilder	Heather	\$701.66
Williams	Juwan	\$40.85
Wilman	Michael	\$79.70
Willoughby	Stephanie	\$2,001.03

Wojtunik	Adam	\$377.22
Wright	Meredith	\$1,331.02